

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:
	:
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:
f/k/a General Motors Corp., <i>et al.</i>	:
	:
Debtors.	:
	:
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Chapter 11 Case No.
09-50026 (REG)
(Jointly Administered)

**STIPULATION AND AGREED ORDER REGARDING DEBTORS’
REJECTION OF CERTAIN EXECUTORY CONTRACTS WITH DTE**

This Stipulation and Order (the “**Stipulation and Order**”) is entered into among Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”) and DTE Pontiac North, LLC (“**DTE**” and collectively, with the Debtors, the “**Parties**”), for the purpose of authorizing the rejection of that certain Utility Services Agreement by and between DTE and MLC (through its former division General Motors Corporation World Wide Facilities Group), dated as of January 10, 2007 (the “**Utility Services Agreement**”), and certain other related agreements, pursuant to section 365 of title 11 of the United States Code (the “**Bankruptcy Code**”).

RECITALS

WHEREAS, on January 10, 2007, the Parties entered into (i) the Utility Services Agreement, (ii) that certain Asset Purchase Agreement by and between DTE and MLC (through its former division General Motors Corporation World Wide Facilities Group), dated as of January 10, 2007 (the “**Asset Purchase Agreement**”), and (iii) that certain Lease Agreement by and between MLC, as landlord, and DTE, as tenant, dated as of January 10, 2007 (the “**Lease Agreement**”);

WHEREAS on January 7, 2011, the Debtors filed the Debtors' Motion Pursuant to 11 U.S.C. § 365(a) to Reject Utility Services Agreement (ECF No. 8492) (the "**Motion**"), seeking to reject the Utility Services Agreement as of January 24, 2011; and

WHEREAS on January 28, 2011, DTE filed the objection of DTE Pontiac North, LLC to Debtors' Motion Pursuant to 11 U.S.C. § 365(a) to Reject Utility Services Agreement (ECF No. 8944) (the "**Objection**") requesting that the Court (i) deny the Motion, (ii) grant the Motion subject to the rejection of the Asset Purchase Agreement and the Lease Agreement, or (iii) adjourn the hearing on the Motion so as to allow the Parties to negotiate a comprehensive resolution for the treatment of the Utility Services Agreement, Asset Purchase Agreement, and Lease Agreement; and

WHEREAS the Parties have agreed to enter into the Stipulation and Order resolving the Objection and rejecting the Utility Services Agreement, Asset Purchase Agreement, and Lease Agreement on the terms set forth herein;

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the Parties that:

AGREEMENT

1. The Parties agree that, pursuant to section 365 of the Bankruptcy Code, the Utility Services Agreement, Asset Purchase Agreement, Lease Agreement, and all related amendments and supplements thereto constitute a single, integrated contract and, accordingly, all three agreements are deemed rejected (the "**Rejection**") by the Debtors, pursuant to section 365 of the Bankruptcy Code, effective as of January 24, 2011.

2. The Parties agree that all issues relating to the allowance, amount, priority and treatment of any claim, right, or remedy asserted by DTE with respect to the Rejection are

preserved, and the Debtors' defense(s) and/or right to object to the allowance, amount, priority and treatment of any claim, right, or remedy asserted by DTE with respect to the Rejection are so too preserved.

3. DTE shall have until **5:00 p.m. (Eastern Time)** on the date that is **thirty (30) days** after service of this Stipulation and Order to file a proof of claim with respect to any general unsecured claim for damages arising from the Rejection.

4. Nothing contained herein shall limit the Debtors' rights to seek any amounts due to the Debtors under the terms of the Utility Services Agreement, Asset Purchase Agreement, and Lease Agreement, or DTE's right to receive payment in the ordinary course for goods and services provided prior to the Rejection.

5. Neither the timing of the Rejection or any other provision herein shall prejudice in any way DTE's rights, if any, under subsection 365(h) of the Bankruptcy Code in respect of the Lease Agreement arising as a result of the Rejection; *provided, however*, that the Parties reserve all rights with respect to the impact of exercising 365(h) rights on the rights and obligations of the Parties under the integrated Utility Services Agreement, Asset Purchase Agreement, and Lease Agreement.

6. This Stipulation and Order contains the entire understanding of the Parties hereto with regard to the matters addressed herein, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between and among the parties hereto regarding the subject matter of this Stipulation and Order.

8. This Stipulation and Order is binding upon the Parties and their successors and assigns, and may not be changed, altered or modified except in writing, signed by the Parties or their duly authorized attorneys and approved by the Court.

9. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Stipulation and Order.

Stipulated and Agreed:

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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Attorneys for DTE Pontiac North, LLC

SO ORDERED this *1st* day of March,
2011

s/ Robert E. Gerber

UNITED STATES BANKRUPTCY JUDGE